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## AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TARRANT §

WHEREAS, an Oil, Gas and Mineral Lease effective on August 3, 2006 (the "Lease"), recorded in the official public records of Tarrant County, Texas as document number D20292654, was executed by and between **Oakwood Cemetery Association of Fort Worth, Texas**, ("Lessor"), and Dale Resources, L.L.C., ("Lessee"), whose address is 2100 Ross Avenue, LB-9, Dallas, Texas 75201, and subsequently conveyed all right title and interest to the Lease in an Assignment dated on December 1, 2006 to Chesapeake Exploration Limited Partnership, whose successor in interest is **Chesapeake Exploration, L.L.C.**, ("Chesapeake"), and whose address is P.O. Box 18496, Oklahoma City, OK 73118. (hereinafter referred to as "Assignee").

WHEREAS, the Leased Premises described in the Oil, Gas and Mineral Lease reads as follows:

**63.726 acres**, more or less, out of the John Baugh Survey, Abstract No. 115, more particularly described by metes and bounds in that certain Plat dated January 14, 1985 by and between the Oakwood Cemetery Association of Fort Worth, Texas, as Grantor and The Public, as Grantee, recorded in Volume 388-198, Page 35 of the Plat Records, Tarrant County, Texas,

**NOW THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lessor and Assignee do hereby amend the Lease as follows:

- (a) The undersigned do hereby delete Provision 6 from Exhibit "A" of the Lease and in its place do hereby substitute "In the event that Lessee exercises its right to pool or unitize the leased premises with other lands, the leased premises shall be pooled into two (2) units or less".

The Lessor does by these presents ratify, confirm and adopt the Lease and the addendum thereto as amended hereby, and do further grant, let, lease and demise unto the Assignee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original lease, **except as herein amended.**

Executed by each party on the date set forth in their respective acknowledgments below, but effective for all purposes as of August 3, 2006.

**Lessor:**

**Texas**

**Oakwood Cemetery Association of Fort Worth,**

By: 

Kay Fiallo, President

**Lessee:**

**Chesapeake Exploration Limited Partnership,  
An Oklahoma limited partnership**

By: 

Henry J. Hood, Sr. Vice President – Land  
and Legal & General Counsel  
Chesapeake Operating, Inc, General Partner

DAP

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF TARRANT

On this 29 day of May, 2008 before me,  
Bruno A. Jimenez Notary Public in and for said County and State, personally  
appeared Kay Fiahlo, President of the Oakwood Cemetery Association of Fort Worth, Texas,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument, and acknowledged to me that he executed the  
same in his authorized capacity and that by his signature on the instrument in person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]  
Notary Public

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

§  
§  
§

Before me, the undersigned, a Notary Public in and for said County and State, on this 20 day of  
JUNE, 2008, personally appeared Henry J. Hood, Senior Vice President - Land and Legal &  
General Counsel of **Chesapeake Operating, Inc.**, acting as General Partner for **Chesapeake Exploration  
Limited Partnership**, an Oklahoma limited partnership, to me known to be the identical person who  
subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he  
executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such  
corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]  
Notary Public

My Commission Expires:  
My Commission Number:



**EXHIBIT "A"**

**Attached to and made a part of that certain Oil, Gas and Mineral Lease  
Dated the 31<sup>st</sup> of ~~July~~<sup>August</sup>, 2006 from the  
Oakwood Cemetery Association of Fort Worth, Texas Inc., as Lessor  
To Dale Resources LLC, Lessee**

1. Agreements Supersede. It is understood and agreed by all parties hereto that the provisions of this Addendum supersede any provisions to the contrary contained in the printed lease hereof.

2. No Surface Use. Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the leased premises; however, Lessee may recover oil, gas and associated hydrocarbons from the leased premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease. No wells will be drilled and no facilities of any kind (including, but not limited to roads, pipelines, flow lines, water reserve pits, tank batteries or treaters) will be placed on the surface of the leased premises. Lessor expressly reserved the full enjoyment and use of the leased premises and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted and to the extent granted to Lessee hereby.

3. Oil & Gas Only/Excluded Minerals. Notwithstanding anything herein to the contrary, this lease covers only oil and gas, including other liquid and gaseous hydrocarbons as well as such other minerals or substances as may be produced incidental to and as a part of or mixed with oil, gas and other liquid or gaseous hydrocarbons, but this lease does not cover gravel, uranium, fissionable materials, coal, lignite or any hard minerals or substances of any type which shall be produced from lands separate and apart from or independent of oil, gas or other liquid and gaseous hydrocarbons.

4. Royalty. Notwithstanding the provisions of Paragraph 3 of the Printed Form, Lessor shall receive, and Lessee agrees to pay to Lessor, the royalty fraction of the proceeds realized by Lessee from the sale of oil and/or gas and casinghead gas, including any other reimbursements or other forms of compensation paid by the purchaser of such oil and/or gas and casinghead gas to Lessee, produced from the Leased Premises. In no event shall Lessor receive less than Lessee for such payment, and notwithstanding the provisions of Paragraph 3 of the Printed Form with respect thereto, Lessor's royalty may not be charged, directly or indirectly, with any of the expenses of production, gathering on the Leased Premises, dehydration, compression, processing, transportation, treating, or marketing the oil and gas produced from the Leased Premises and all of such costs shall be considered costs of production and not post-production costs. Notwithstanding the foregoing, if a third party unaffiliated with Lessee, as a result as an arms-length negotiation with Lessee, charges Lessee for the compression, transportation, processing, or treatment of gas produced from the Leased Premises, Lessor's royalty will bear its proportionate share of such costs, up to but not exceeding a cumulative total of forty cents (\$.40) per MCF. Lessee shall bear Lessor's portion of any such charges in excess of \$.40 per MCF. It is the intent of the parties that the provisions of this Section are to be fully effective and enforceable and are not to be construed as "surplusage" under the principles

set forth in *Heritage Resources v. NationsBank*, 939 S.W.2d 118 (Tex. 1997).

5. Shut In Royalties. Notwithstanding the provisions in contained in the lease, the annual shut in payment amount shall be \$25.00 per net mineral acre. Lessee shall not have the right to continue this lease in force by payment of shut in royalties for any single period of more than two (2) successive years or four (4) years in the aggregate.

6. Minimum Acreage to be Pooled. In the event that Lessee exercises its right to pool or unitize the leased premises with other lands, then one hundred percent of the leased premises shall be pooled or unitized.

7. Pugh Clause (Vertical). It is understood and agreed that upon the expiration of the primary term of this lease or upon the expiration of any extension or renewal of the primary term, which ever occurs last, this lease shall terminate as to all rights lying below one hundred (100) feet below either (1) the deepest depth drilled and any well drilled on said leased premises or the lands pooled therewith of (2) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on said leased premises or lands pooled therewith whichever if the deepest provided however, that Lessee is then engaged in operations on said lands or on said leased premises or on lands pooled therewith, this lease shall remain in full force and effect as to all depths so long as no more then ninety (90) days elapse between the operations.

8. Offset Well Provisions. It is understood and agreed that if during the term of this lease a well or wells should be completed as a producer of oil and gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of or draining said leased premises Lessee agrees that its option within 180 days of production in paying quantities being established in the offset well to either (a) drill such offset well or wells as an ordinary prudent operator would do under similar circumstances or (b) release the effected acreage or stratum and in this connection it should be considered that no drainage exists.

9. Release. It is understood and agreed that upon termination of this lease, Lessee, its successors and assigns, shall deliver to Lessor a recorded release as to such portion or portions of this lease which have terminated under the terms of this lease.

10. Indemnity. Lessee hereby releases and discharges Lessor, its officers, directors, employees, partners, agents, contractors, subcontractors, guests, invitees and their respective successors and assigns of and from any and all actions and causes of action of every nature or other harm including environmental harm or for which recovery of damages is sought including but not limited to all losses and expenses which are caused by the activities of Lessee, its officers, employees and agents arising out of or incidental to, or resulting from the operations of or for the Lessee on the leased premises or lands pooled therewith, or that may arise out of or be occasioned by the Lessee's breach of any of the terms or provisions of this lease or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, its officers, directors, employees and agents and their successors and assigns against any and claims, liabilities, losses, damages,

actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought under any theory including, tort, contract, or strict liability including attorneys fees and other legal expenses, including those related to environmental hazards on said leases premises, or lands pooled therewith or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on said Leased Premises or lands pooled therewith; and those that may arise from Lessee's use of the surface of lands pooled therewith, and those that might arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this lease or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitee, and their respective successors and assigns. Each assignee of this lease or an interest therein agrees to be liable for, exonerate and indemnify, defend and hold harmless Lessor, its officers, directors, employees and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees and agents as described above.

11. No Warranty. This lease is made by Lessor without express or implied warranty or covenant of title whatsoever, not even for the return of the consideration paid herefore or hereunder. All warranties which may arise by common law or by statute including but not limited to §5.023 of the Texas Property Code (or its successor) are excluded.

12. Venue. Venue for the enforcement of the terms and provisions of this lease will lie in Tarrant County, Texas.

13. Acceptance of Terms by Lessee's Assigns. Any party acquiring an interest in this lease by any form of assignment, contract, agreement or sublease, shall be bound by all of the terms and provisions of this lease to the same extent as Lessee is bound. Any assignment, contract, agreement or sublease of all or any part or interest in this lease shall provide that it is made subject to the terms and provisions of this lease and the party to each assignment, contract, agreement or sublease accepts the same subject to all the terms and provisions of this lease.

RETURN TO 1442  
SARAH PRUITT  
CHESAPEAKE ENERGY CORP  
P.O. BOX 18496  
OKLA CITY, OK 73154-0496



CHESAPEAKE ENERGY CORP  
P O BOX 18496  
SARAH PRUITT  
OKLAHOMA CITY OK 73154  
Submitter: TERRY L HARRIS

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 06/24/2008 12:05 PM  
Instrument #: D208241744  
LSE 7 PGS \$36.00

By: \_\_\_\_\_



**D208241744**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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